

## VOLUNTARY AGREEMENT

### FOR MITIGATION OF IMPACTS TO WSDOT TRANSPORTATION FACILITIES

The following agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Washington State Department of Transportation, (hereinafter called the “WSDOT”), and \_\_\_\_\_ and all heirs, successors and assigns (hereinafter called the “DEVELOPER”).

WHEREAS, within their own jurisdictions, Snohomish County (hereinafter called the “COUNTY”) and the WSDOT each have responsibility and authority derived from the Washington State Constitution, State laws, and any local charter to plan for and regulate uses of land and resultant environmental impacts, and by law must consider the impacts of governmental actions on adjacent jurisdictions; and

WHEREAS, the COUNTY enacted Amended Ordinance No. 95-039 on June 28, 1995, Emergency Ordinance No. 95-065 on July 24, 1995, and Amended Ordinance No. 95-070 on August 23, 1995, amending Title 26B of the Snohomish County Code (SCC) to require mitigation of transportation impacts of County, City, and State transportation facilities by development proposals within Snohomish County; and

WHEREAS, consistent with the requirements of SCC Title 26B, on July 23, 1997 WSDOT and the COUNTY entered into an interlocal agreement (hereinafter WSDOT / COUNTY AGREEMENT) for mitigation of impacts on WSDOT facilities from COUNTY land use development; and

WHEREAS, The Snohomish County Department of Public Works acts as agent of the WSDOT in recommending conditions of approval to COUNTY developments to mitigate impacts to State facilities, including developer mitigation payments to the WSDOT; and

WHEREAS, SEPA permits voluntary agreements with the WSDOT for construction of transportation system improvements or payment in lieu of construction as a means of mitigating a direct impact that has been identified as a consequence of a proposed development.

WHEREAS, the DEVELOPER intends to develop the property legally described on Attachment “A” (hereinafter called the “DEVELOPMENT”) with a \_\_\_\_ (describe development) \_\_\_\_\_

\_\_\_\_\_, reviewed under Snohomish County File Number \_\_\_\_\_ and , WHEREAS, the property to be developed is located in the County Transportation Service Area (TSA) \_\_\_\_\_

THEREFORE, the DEVELOPER voluntarily agrees to mitigate its impacts on the WSDOT transportation facilities in its road system, as follows:

## 1. Mitigation of Impact on WSDOT System Capacity

To mitigate impacts of the DEVELOPMENT on the capacity of the WSDOT Highway System, the DEVELOPER has the option of choosing between Option 1A or Option 1B (shown below) to determine the DEVELOPMENT's proportionate share obligation.

**Option 1A:** Proportionate Share Obligation Based on Comprehensive Traffic Study

**Option 1B.** Proportionate Share Obligation Based on Average Impacts

Through this agreement, the DEVELOPER has voluntarily chosen Option 1B in which the DEVELOPMENT's proportionate share obligation is based on an amount determined by the COUNTY and the WSDOT to fairly represent the average impacts of land-use developments in unincorporated Snohomish County on the capacity of WSDOT facilities. Any development choosing Option 1B may satisfy its obligations to contribute a proportionate share of WSDOT capacity improvements, by making a voluntarily-offered payment in lieu of construction equal to thirty-six dollars (\$36) multiplied by the number of DEVELOPER generated ADTs.

Type of Development: \_\_\_\_\_

Size of Development: \_\_\_\_\_

Number of ADT \_\_\_\_\_ Multiplied by \$36 / ADT = \$ \_\_\_\_\_

The DEVELOPER hereby voluntarily agrees to make a proportionate share obligation payment of \$ \_\_\_\_\_ in lieu of construction. WSDOT hereby agrees that payment of this amount totally satisfies the DEVELOPMENT's obligations to contribute a proportionate share of WSDOT capacity improvements.

The mitigating payment established herein shall be paid prior to building permit issuance unless the development is a subdivision or short subdivision, in which case payment is required prior to recording of the subdivision or short subdivision, provided, that where no building permit will be associated with a special use permit then payment is required as a precondition to approval (See SCC 26B.55.070(5)). Payments shall be administered in accordance with Section 26B.55.110 SCC.

WSDOT agrees that the mitigation as detailed in this agreement will constitute compliance by the DEVELOPER with the provisions of the COUNTY/WSDOT AGREEMENT.

### Signatures:

**WSDOT**

**DEVELOPER**

\_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

Acknowledgment - Individual  
STATE OF WASHINGTON)  
)ss  
COUNTY OF SNOHOMISH)

This is to certify that I know or have satisfactory evidence that \_\_\_\_\_ is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) is/are the person(s) who signed this instrument, and is/are authorized to execute this instrument, as the \_\_\_\_\_ of \_\_\_\_\_, and (he/she/they) acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned within the instrument.

Dated:

NOTARY PUBLIC in and for the State of WA

residing at\_\_\_\_\_

My appointment expires\_\_\_\_\_

[illegible]

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

NOTARY PUBLIC in and for the State of WA

residing at\_\_\_\_\_

My appointment expires\_\_\_\_\_